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AGREEMENT

by and between

KING COUNTY SHERIFF'S OFFICE

and

TEAMSTERS LOCAL UNION NO. 117

February 1, 2010 through December 31, 2014

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1 **AGREEMENT**

2 **by and between**

3 **KING COUNTY SHERIFF'S OFFICE**

4 **and**

5 **TEAMSTERS LOCAL UNION NO. 117**

6 **February 1, 2010 through December 31, 2014**

7 These articles constitute an agreement, the terms of which have been negotiated in good faith
8 between the King County Sheriff's Office and Teamsters Local Union No. 117 (Union). This
9 agreement shall be subject to approval by ordinance by the Metropolitan County Council (Council) of
10 King County, Washington.

11 **ARTICLE 1: PURPOSE**

12 1.1 The purpose of this Agreement is to promote the continued improvement of the
13 relationship between the County and its employees through their Union. The Articles of this
14 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

15 **ARTICLE 2: NON-DISCRIMINATION**

16 2.1 The County and the Union agree that they will not unlawfully discriminate in employment
17 against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed,
18 religion, ancestry, national origin, or physical, mental or sensory disability.

19 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

20 3.1 **Recognition** - The King County Sheriff's Office recognizes the Union as the exclusive
21 bargaining representative of all regular, probationary, term-limited temporary and temporary
22 employees whose job classifications are in Addendum A.

23 3.2 **Dues and Fees** - It will be a condition of employment that all employees covered by this
24 Agreement who are members of the Union in good standing on the effective date of this Agreement
25 will remain members in good standing and those who are not members on the effective date of this
26 Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and
27 remain members in good standing in the Union or pay fees to the Union to the extent permitted by
28 law. It will also be a condition of employment that all employees covered by this Agreement and

1 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day
2 following the beginning of such employment become and remain members in good standing in the
3 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing
4 contained in this Section will require employees to join the Union who can substantiate, in
5 accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or
6 initiation fees to Union organizations. Such employees will pay an amount of money equivalent to
7 regular Union dues and initiation fees to a non-religious charity or to another charitable organization
8 mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union
9 each month that such payment has been made.

10 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
11 constitute cause for dismissal; provided, that the King County Sheriff's Office has no duty to act until
12 the Union makes a written request for discharge and verifies that the employee received written
13 notification of the delinquency including the amount owing, the method of calculation, and the
14 notification that the non-payment after a period of no less than seven (7) days will result in discharge
15 by the King County Sheriff's Office. A copy of each written notification will be mailed to the King
16 County Sheriff's Office concurrent with its mailing to the employee.

17 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
18 employee, the King County Sheriff's Office will have deducted from the pay of such employee the
19 amount of dues and initiation fees as certified by the Union and will transmit the amount to the
20 Union.

21 **3.5 Indemnification** - The Union will indemnify and hold the King County Sheriff's Office
22 harmless against any claims made and against any suit instituted against the County on account of any
23 check-off of dues and initiation fees for the Union. The Union agrees to refund to the King County
24 Sheriff's Office any amounts paid to it in error upon presentation of proper evidence thereof.

25 **3.6 Notice of Recognition** - The King County Sheriff's Office will require all new employees
26 hired, transferred, or promoted into a position included in the bargaining unit to sign a form which
27 will inform them of the Union's exclusive recognition. One (1) copy of the form will be retained by
28 King County Sheriff's Office, one (1) copy will be given to the employee and the original will be sent

1 to the Union. The King County Sheriff's Office will notify the Union when an employee leaves the
2 bargaining unit.

3 **3.7 Payroll Deduction for Political Contributions** - The King County Sheriff's Office shall,
4 upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay
5 of a bargaining unit employee the amount of contribution the employee voluntarily chooses for
6 deduction for political purposes and shall transmit the same to the Union/designee, in accordance
7 with instructions provided by the Union.

8 **3.8 New Employee Orientation** - The Union will be allowed thirty (30) minutes of
9 presentation time to speak to new employees on matters concerning the rights of employees,
10 responsibilities of the Union, and services available to the membership. The thirty (30) minute
11 presentation will be scheduled as soon as practicable following notification to the Union. The
12 designated Business Representative will be notified of all new employees. The notice will be
13 provided no later than fourteen (14) calendar days after the new employee's first day of work.
14 Following such notice, the designated Business Representative will notify the Sheriff's Office of the
15 need for the presentation. A Business Representative and/or local Shop Steward will be responsible
16 for the presentation. When a Shop Steward makes the presentation the Shop Steward will experience
17 no loss of salary nor will off-shift presentation time be considered as "time worked" for purposes of
18 computing call back or overtime.

19 **ARTICLE 4: MANAGEMENT RIGHTS**

20 **4.1 General** - The Union recognizes the prerogatives of the King County Sheriff's Office to
21 operate and manage its affairs in all respects in accordance with its responsibilities and powers of
22 authority, subject to the terms and conditions of this Agreement.

23 **4.2 Rights Enumerated** - Unless modified by this Agreement, the King County Sheriff's
24 Office shall have the right to determine staffing levels and work locations; recruit, examine, hire,
25 appoint, promote, train, layoff, and discipline and discharge regular employees for just cause; direct
26 and assign the work; develop and modify classification specifications; allocate positions to those
27 classifications; allocate employees to those positions; determine work shifts and work schedules;
28 schedule and assign overtime work; establish the methods, means and processes by which work is

1 performed; establish reasonable rules; and the right to take whatever actions are necessary in
2 emergencies in order to assure the proper functioning of the work units.

3 **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

4 **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the
5 corresponding rates of pay are set forth under Addendum A which is attached hereto and made a part
6 of this Agreement.

7 **5.2 STEP Advancement** - A regular employee may be hired at STEP 1 of the wage range
8 provided under Addendum A covering the classification or above STEP 1 as provided under the
9 County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into
10 the classification, the employee will move from the initial STEP hired to the next wage STEP in the
11 wage range, if hired at Step 1. If the employee is hired above Step 1, they shall move to the next Step
12 upon completion of the probationary period. STEP increases thereafter will be annually, on the date
13 of the first Step movement after the initial hire into the classification until the top STEP is reached.
14 An employee working less than full-time will receive STEP increases prorated based on the full-time
15 work schedule of the work unit.

16 **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a
17 higher paying classification will be placed into the pay STEP providing no less than a four and one-
18 half (4-1/2) percent increase in his/her base hourly rate of pay not to exceed the top pay STEP of the
19 higher paying classification.

20 **5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a
21 temporary employee may be eligible for participation in the applicable Health and Welfare Plan. The
22 temporary employee may also be eligible to receive other compensation provided under King County
23 Code, as amended, in the event the employee exceeds the calendar year working hours threshold.

24 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
25 regular positions.

26 **5.6 COLA** - Effective January 1, the rates of pay set forth under Addendum A of each year of
27 this Agreement will be increased as provided for under the cost-of-living Memorandum of Agreement
28 attached to this Agreement.

1 **5.7 Out-of-Classification** - An employee may be temporarily assigned in writing by the
2 manager/designee to a higher paid classification under this Agreement when the higher-level duties
3 and responsibilities comprise the majority of the work performed. The employee will be paid at the
4 first STEP of the higher paid classification that provides an increase of at least five (5) percent above
5 his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-of-
6 classification in excess of thirty (30) continuous days, all compensated hours will be at the higher rate
7 of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional rights.
8 An employee assigned by the manager/designee to perform the duties of a lower paid classification on
9 a temporary basis will not have a reduction of wages.

10 **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the
11 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)
12 percent above his/her base hourly rate of pay. In the event that the employee works as a lead in
13 excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This
14 provision will be superseded by lead level classifications in the attached Addendum A, if such
15 classifications have a higher wage rate than the employee's base hourly rate of pay.

16 **ARTICLE 6: HOURS OF WORK**

17 **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
18 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
19 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

20 **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule
21 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive
22 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)
23 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or
24 a Sunday.

25 **6.1.2 Additional Work Schedules** - By mutual agreement, additional work schedules
26 may be established.

27 **6.1.3 Overtime** - The additional hourly compensation (shift premium) paid to
28 employees assigned to second or third shift will not be paid for overtime hours worked by employees

1 who are assigned to first shift.

2 **6.2 Bid Postings** - All newly established on-going work schedules (days of work), shifts
3 (hours of work) and vacant positions in the work unit will be posted on work site bulletin boards.
4 Employees within the specific classification in the affected work unit will have the opportunity to bid
5 by seniority order for the work schedule, shift or vacancy. Absent adequate interest, the King County
6 Sheriff's Office may assign employees within the classification in the affected work unit to the
7 remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to work
8 schedules or shifts will normally require a fourteen (14) day notice to affected employees. Work
9 units are defined in Addendum A.

10 **6.2.1 Altering of Work Schedule** - No employee will have his/her work schedule
11 altered for the purpose of avoiding the payment of overtime except when an employee bids for such
12 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day
13 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
14 working on Saturday or Sunday if either one or both of the days are part of his/her regular work
15 schedule, except as provided for under Article 7.

16 **6.3 Planned Work Schedule and/or Shift Change** - The manager/designee may temporarily
17 change an employee's work schedule and/or shift for planned projects. Such change will normally
18 require at least a fourteen (14) day notice to the employee.

19 **6.4 Unanticipated/Work Schedule and/or Shift Change** - At least eight (8) hours of
20 advance notice will be given to an employee prior to temporarily changing the employee's work
21 schedule and/or shift to perform unanticipated projects and/or operations.

22 **6.5 Temporary Schedules** - A temporary employee will be hired at Step 3. After two
23 thousand eighty (2080) hours of work as a Security Screener, temporary employees will advance to
24 the next higher step on the pay range.

25 **6.6 Work Schedule** - Employees will be scheduled to work when needed. The establishment
26 of shifts and workweek schedules is vested solely with the County and may be changed to meet
27 operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees
28 will be given fourteen (14) days advance notice of planned shift and/or workweek schedule changes;

1 however, in those circumstances where changes are needed due to unforeseen events, employees may
2 be assigned with minimal or no notice.

3 **6.7 Re-Opener for Evening Shift** - The County agrees to notify the Union and negotiate the
4 effects if evening or night shifts are established during the term of this Agreement.

5 **ARTICLE 7: OVERTIME AND PREMIUMS**

6 **7.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one
7 and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all additional hours worked in
8 excess of the eight (8) regular compensated hours per day or the forty (40) regular compensated hours
9 per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

10 **7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one
11 and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all additional hours
12 worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular
13 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the
14 holiday pay).

15 **7.2 Scheduled overtime work** - Scheduled overtime work will be offered to full-time
16 regular, then part-time regular employees prior to all other employees except in those instances where
17 regular employees are not readily available. Readily available is defined as the employee not being
18 on a leave status and is present at work or at home when called at the time the overtime work is being
19 scheduled.

20 **7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next
21 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)
22 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of
23 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the
24 King County Sheriff's Office, for safety reasons, to not work his/her next regularly scheduled shift.
25 In either of the above instances, the employee will receive overtime pay for all such overtime hours
26 worked but may receive no pay for the regularly scheduled shift from which he/she was relieved.

27 **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
28 between the employee and the manager/designee. The manager/designee will approve or deny such

1 requests in writing. Employees who accrue compensatory time shall be allowed to carry up to sixty
2 (60) hours of compensatory time at any given time. Compensatory time will accrue at the rate of one
3 and one-half (1-1/2) hours for every overtime hour worked.

4 If the request for compensatory time will result in an over accrual, the overtime work will be
5 compensated with overtime pay. A denial of a request to be compensated for overtime hours worked
6 with compensatory time rather than overtime pay is within the sole discretion of management and is
7 not subject to the grievance procedure of this collective bargaining agreement, but may be discussed
8 in Labor Management Meetings.

9 **7.4.1 Compensatory Time in Lieu of Overtime Pay** - On each May 31 and
10 November 30, employees with accrued compensatory time will be permitted to request cash out of all,
11 or a portion of such time, to the half hour, if they so desire. Payments will be made as soon as
12 practicable, but no later than the second paycheck following the request.

13 **7.5 Overtime Authorization** - All overtime will be authorized in advance by the
14 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
15 considered overtime when it is a regularly scheduled workday for the employee except as provided
16 for under Article 7.

17 **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for
18 each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the
19 overtime rate.

20 **7.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has
21 left the work premises and is subsequently required to report back to work prior to his/her next
22 normally scheduled shift. An employee who is called out before the commencement of his/her next
23 regular shift will be compensated in accordance with the provisions of Section 7.6; provided,
24 however, in the event the employee is called back to work within four (4) hours of his/her next
25 regular shift, the employee will be compensated at the overtime rate for only the hours immediately
26 preceding the start of his/her next regular shift.

27 **7.7 Emergency Work Premium** - Emergency work other than the normal scheduled shift or
28 special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be

1 compensated as overtime. In the event this overtime work is accomplished prior to the normal
 2 working hours and the employee subsequently works his/her regular shift, the regular shift will be
 3 compensated at the employee's regular, hourly rate of pay.

4 **ARTICLE 8: HOLIDAYS**

5 **8.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary
 6 employees (herein referred to as: "leave eligible employees") who work a full-time work schedule
 7 will be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day Following Thanksgiving Day
Christmas Day	December 25th

19
 20 and any day designated by public proclamation of the President or Governor as a legal holiday and as
 21 approved by the Council.

22 **8.1.1 Part-time Employees** - Leave eligible employees who work a part-time work
 23 schedule will be granted each of the holidays identified in Section 8.1 with pay prorated to reflect
 24 their normally scheduled work week.

25 **8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave
 26 eligible employee's regularly scheduled day off, such employee either will receive compensation for
 27 the holidays identified in Section 8.1 or management will designate as an alternative holiday either
 28 the regularly scheduled workday before or after the holiday. Management will establish and notify

1 affected employees of an alternative holiday schedule no later than December 15 of the preceding
2 year.

3 **8.3 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have
4 two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for
5 each holiday identified within Section 8.1. As an alternative, employees working a 4-10 work
6 schedule may have their schedule changed by the County to a 5-8 work schedule during weeks which
7 have a holiday.

8 **8.4 Personal Holidays** - Leave eligible employees will receive two (2) additional personal
9 holidays (maximum of 8 hours for each day) to be administered through the vacation plan. The
10 personal holiday for part-time regular employees will be pro-rated to reflect their normally scheduled
11 work week. These two (2) holidays will be added to accrued vacation on the first of October and the
12 first of November of each year. These days will be used in the same manner as any vacation day
13 earned.

14 **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular
15 work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the
16 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For
17 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a
18 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

19 **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of
20 eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1)
21 calendar year.

22 **8.7 Pay Status** - To be eligible for holiday pay, the employee must be in pay status on the
23 employee's work day before and the employee's work day after the holiday. However, an employee
24 who has successfully completed at least five (5) years of service and who retires at the end of the
25 month in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if
26 the employee is in a pay status the day before the day observed as the holiday.

27 **8.8 Premium Pay** - Work performed by a leave-eligible employee on a holiday shall be paid
28 at one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday pay.

ARTICLE 9: VACATIONS

9.1 Accrual Schedule - Regular, probationary, provisional and term-limited temporary employees (herein referred to as: "leave eligible employees") will accrue vacation leave benefits as described in and further qualified by this Article.

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		
Full Years of Service (Beginning)	Working Days Per Year	Hours based on 40-hr workweek
0-5	12	96
6	15	120
9	16	128
11	20	160
17	21	168
18	22	176
19	23	184
20	24	192
21	25	200
22	26	208
23	27	216
24	28	224
25	29	232
26	30	240

9.1.1 Part-time Employees - Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Section 9.1, prorated to reflect their normally scheduled work week.

1 **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date
2 of hire in a benefit eligible position.

3 **9.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may
4 accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time work
5 schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled
6 workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount
7 prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount will
8 result in forfeiture of the vacation leave beyond the maximum amount, unless the employee has
9 received approval in accordance with King County Sheriff's Office policies and procedures to carry
10 over vacation time in excess of the maximum amount.

11 **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave
12 until he/she has successfully completed the first twelve (12) months of King County Sheriff's Office
13 service in a leave eligible position. If a leave eligible employee leaves King County Sheriff's Office
14 employment prior to successfully completing the first twelve (12) months of King County Sheriff's
15 Office service in a leave eligible position, he/she will forfeit and not be paid for accrued vacation
16 leave. A leave eligible employee will be paid for accrued vacation leave to his/her date of separation
17 up to the maximum accrual amount if the employee has successfully completed the first twelve (12)
18 months of King County Sheriff's Office service. Payment will be the accrued vacation leave
19 multiplied by the employee's rate of pay in effect upon the date of leaving King County Sheriff's
20 Office employment less mandatory withholdings.

21 **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued
22 and such use or payment is consistent with the provisions of this Article.

23 **9.6 Work While on Vacation** - No employee will work for compensation for King County in
24 any capacity during the time that the employee is on vacation leave.

25 **9.7 Partial Day Increments** - Vacation leave may be approved in one-quarter (1/4) hour
26 increments.

27 **9.8 Payment to Assigns and Heirs** - In cases of separation from King County Sheriff's
28 Office employment by death of an employee with accrued vacation leave and who has successfully

1 completed the first twelve (12) months of King County Sheriff's Office service in a leave eligible
 2 position, payment of unused vacation leave up to the maximum accrual amount will be made to the
 3 employee's estate, or, in applicable cases, as provided for by State Law, RCW Title 11.

4 **9.9 Vacation Scheduling** - The manager/designee will be responsible for assuring that
 5 approving and scheduling the vacation of employees is done in such a manner as to achieve the
 6 greatest vacation opportunity for the employees while maintaining the efficient functioning of the
 7 work unit.

8 **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible
 9 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to
 10 receive sick leave for that time, he/she must notify the manager/designee on the first day of the injury
 11 or illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness.
 12 However, if it is physically impossible to give the required notice on the first day, notice must be sent
 13 as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A
 14 doctor's statement or other acceptable proof of the injury or illness, while on vacation or
 15 compensatory time off must be presented regardless of the number of days involved.

16 **9.11** If a regular or probationary (who has previously achieved career service status)
 17 employee resigns from King County Sheriff's Office employment or is laid off and subsequently
 18 returns to King County Sheriff's Office employment within two (2) years from such resignation or lay
 19 off, as applicable, the employee's prior King County Sheriff's Office service shall be counted in
 20 determining the vacation leave accrual rate under Section 9.1.

21 **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,
 22 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
 23 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate
 24 will be determined based on his/her date of hire in the term-limited temporary position.

25 **ARTICLE 10: SICK LEAVE**

26 **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees
 27 (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of
 28 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours

1 per month. The employee is not entitled to sick leave if not previously earned.

2 **10.2 Vacation as an Extension of Sick Leave** - During the first six (6) months of service in
3 a leave eligible position, leave eligible employees may, be approved to use any accrued days of
4 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a
5 leave eligible position, any vacation leave used for sick leave must be reimbursed to the King County
6 Sheriff's Office upon termination.

7 **10.3 Partial Day Increments** - Sick leave may be approved in one quarter (1/4) hour
8 increments.

9 **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued
10 by a leave eligible employee.

11 **10.5 Restoration following Separation** - Separation from employment except by reason of
12 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave
13 eligible employee as of the date of separation. Should a regular employee resign in good standing, be
14 laid off or separated for non-disciplinary medical reasons and return to King County Sheriff's Office
15 employment within two (2) years, his/her accrued sick leave will be restored.

16 **10.6 Pay upon Separation** - A regular or probationary (who has previously achieved career
17 service status) employee who has successfully completed at least five (5) years of King County
18 Sheriff's Office service and who retires as a result of length of service or who separates by reason of
19 death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal
20 to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's
21 rate of pay in effect upon the date of leaving King County Sheriff's Office employment, less
22 mandatory withholdings.

23 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick
24 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
25 the King County Sheriff's Office workers compensation program, then the employee has the option to
26 augment or not augment time loss payments with the use of accrued sick leave.

27 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
28 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when

1 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
2 eighty (80) hours of accrued sick leave.

3 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
4 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
5 by his/her manager/designee.

6 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

7 **A.** The employee's bona fide illness; provided, that an employee who suffers an
8 occupational illness may not simultaneously collect sick leave and worker's compensation payments
9 in a total amount greater than the net regular pay of the employee;

10 **B.** The employee's incapacitating injury, provided that:

11 **1.** An employee injured on the job may not simultaneously collect sick leave
12 and worker's compensation payments in a total amount greater than the net regular pay of the
13 employee; though an employee who chooses not to augment his/her worker's compensation time loss
14 pay through the use of sick leave will be deemed on unpaid leave status;

15 **2.** An employee who chooses to augment workers compensation payments
16 with the use of accrued sick leave will notify the workers compensation office in writing at the
17 beginning of the leave;

18 **3.** An employee may not collect sick leave and worker's compensation time
19 loss payments for physical incapacity due to any injury or occupational illness which is directly
20 traceable to employment other than with the King County Sheriff's Office.

21 **C.** Exposure to contagious diseases and resulting quarantine.

22 **D.** A female employee's temporary disability caused by or contributed to by
23 pregnancy and childbirth.

24 **E.** The employee's medical, ocular or dental appointments provided that the
25 employee's manager/designee has approved the scheduling of sick leave for such appointments.

26 **F.** To care for the employee's eligible child if the child has an illness or health
27 condition which requires treatment or supervision from the employee;

28 **G.** To care for other family members, if:

1 1. The employee has been employed by the King County Sheriff's Office for
2 twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the
3 preceding twelve (12) months,

4 2. The family member is the employee's spouse or domestic partner, the
5 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
6 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
7 employee, the employee's spouse or domestic partner; and,

8 3. The reason for the leave is one of the following:

9 a. The birth of a son or daughter and care of the newborn child, or
10 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
11 within twelve (12) months of the birth, adoption or placement;

12 b. The care of the employee's child or child of the employee's spouse
13 or domestic partner whose illness or health condition requires treatment or supervision by the
14 employee; or

15 c. The care of a family member who suffers from a serious health
16 condition.

17 4. The parties agree that to the extent Washington State law provides greater
18 benefits for the use of paid leave for family care, the state law shall prevail.

19 **10.11 Unpaid Leave** - An employee who has been employed by the King County Sheriff's
20 Office for twelve (12) months or more and has worked a minimum of one thousand forty (1040)
21 hours in the preceding twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid
22 leave for his or her own serious health condition, and for family reasons as provided in Sections
23 10.10.F and 10.10.G combined, within a twelve (12) month period. The leave may be continuous,
24 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.
25 Intermittent leave is subject to the following conditions:

26 A. **Birth or Adoption** - When a leave is taken after the birth or placement of a child
27 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
28 only if authorized by the employee's manager/designee.

1 **B. Reduced Schedules** - An employee make take leave intermittently or on a reduced
 2 schedule when medically necessary due to a serious health condition of the employee or family
 3 member of the employee; and

4 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a
 5 reduced leave schedule, under Section B, above, that is foreseeable based on planned medical
 6 treatment, the manager/designee may require the employee to transfer temporarily to an available
 7 alternative position for which the employee is qualified and that has equivalent pay and benefits and
 8 that better accommodates recurring periods of leave than the regular position of the employee.

9 **10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the
 10 eighteen (18) workweek family medical leave entitlement.

11 **10.11.2 Insurance Premiums** - The King County Sheriff's Office will continue its
 12 contribution toward health care during any unpaid leave taken under Section 10.11.

13 **10.11.3 Return to Work from Unpaid Leave** - An employee who returns from
 14 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
 15 provisions, to:

16 A. The same position he/she held when the leave commenced; or

17 B. A position with equivalent status, benefits, pay and other terms and
 18 conditions of employment; and

19 C. The same seniority accrued before the date on which the leave commenced.

20 **10.11.4 Failure to Return to Work** - Failure to return to work by the expiration date
 21 of the leave of absence may be cause for removal and result in termination of the employee from King
 22 County Sheriff's Office service.

23 **10.12 Provider Certification** - The manager/designee and employee is responsible for the
 24 proper administration of the sick leave benefit. Verification from a licensed health care provider may
 25 be reasonably required to substantiate the health condition of the employee or family member for
 26 leave requests.

27 **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted
 28 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the

1 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable
2 of self care because of mental or physical disability.

3 **10.14 Term-Limited Temporary Employees** - A term-limited temporary employee who,
4 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
5 his/her accrued sick leave accruals carried over with the regular appointment.

6 **ARTICLE 11: PAID LEAVES**

7 **11.1 Donation of Vacation and Sick Leave Hours.**

8 **A. Vacation leave hours**

9 **1. Approval Required** - An employee eligible for paid leave may donate a
10 portion of his/her accrued vacation leave to another employee eligible for paid leave benefits. Such
11 donation will occur upon written request to and approval of the donating and receiving employee's
12 department director(s), except that requests for vacation donation made for the purposes of
13 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
14 would result in a departmental hardship for the receiving department.

15 **2. Limitations** - The number of hours donated will not exceed the donor's
16 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
17 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
18 accrual.

19 **3. Return of Unused Donations** - Donated vacation leave hours must be used
20 within ninety (90) calendar days following the date of donation. Donated hours not used within
21 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
22 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
23 For purposes of Section 11.1.A , the first hours used by an employee will be accrued vacation leave
24 hours.

25 **B. Sick leave hours**

26 **1. Written Notice Required** - An employee eligible for paid leave may
27 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon
28 written notice to the donating and receiving employee's department director(s).

1 **2. Minimum Leave Balance Required (Donor)** - No donation will be
2 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
3 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
4 hours of his/her accrued sick leave in a calendar year.

5 **3. Return of Unused Donations** - Donated sick leave hours must be used
6 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
7 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
8 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
9 contained in this Agreement. For purposes of Section 11.1.B, the first hours used by an employee
10 will be accrued sick leave hours.

11 **C. No Solicitation** - All donations of vacation and sick leave made under this Article
12 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
13 any other compensation or benefits in exchange for donating vacation or sick leave hours.

14 **D. Conversion Rate** - All vacation and sick leave hours donated will be converted to
15 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
16 value will then be divided by the receiving employee's hourly rate to determine the actual number of
17 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
18 straight time hourly rate at the time of reconversion.

19 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid
20 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
21 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
22 paid leave provided;

23 **A. Notification** - The employee gives the manager/designee reasonable advance
24 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
25 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
26 result in serious illness, injury, pain or the eventual death of the identified recipient.

27 **B. Provider Certification** - The employee provides written proof from an accredited
28 medical institution, organization or individual as to the need for the employee to donate bone marrow,

1 a kidney, or other organs or tissue or to participate in any other medical procedure where the
2 participation of the donor is unique or critical to a successful outcome.

3 **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out
4 above in excess of five (5) working days will be subject to the terms of this Agreement.

5 **11.3 Bereavement Leave**

6 **A.** An employee eligible for paid leave will be entitled to three (3) working days of
7 bereavement leave a year, due to death of a member of his/her immediate family.

8 **B. Use of Sick Leave in Addition to Bereavement Leave** - An employee eligible for
9 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
10 three (3) working days for each instance when death occurs to a member of the employee's immediate
11 family.

12 **C.** In the application of any of the foregoing provisions, when a holiday or regular day
13 off falls within the prescribed period of absence, it will not be charged against the employee's sick
14 leave account nor bereavement leave credit.

15 **D. Family Defined** - Immediate family means, as used in this Article: spouse,
16 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
17 employee, employee's spouse or employee's domestic partner.

18 **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up
19 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the
20 school attended by the employee's child provided; an employee requesting to use sick leave for this
21 purpose will submit such request in writing specifying the name of the school and the nature of the
22 volunteer services to be performed.

23 **11.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be
24 entitled to his/her regular King County Sheriff's Office pay; provided, that fees for such jury duty are
25 deposited, exclusive of mileage, with the Finance and Business Operations Division, Department of
26 Executive Services. The employee will report back to their manager/designee when dismissed from
27 jury service.

28 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary

1 time off with pay for the purpose of participating in King County Sheriff's Office qualifying or
 2 promotional examinations. This will include time required to complete any required interviews.

3 **11.7 Military Leave** - A leave of absence for active military duty or active military training
 4 duty will be granted to eligible employees in accordance with applicable provisions of state and/or
 5 federal law; provided, that a request for such leave shall be submitted to the manager/designee in
 6 writing by the employee and accompanied by a validated copy of military orders ordering such active
 7 duty or active training duty.

8 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

9 **12.1 Maintenance of Benefits** - The King County Sheriff's Office presently participates in
 10 group medical, dental and life insurance programs for eligible regular, probationary, provisional and
 11 term-limited temporary employees and their eligible dependents. The King County Sheriff's Office
 12 will maintain the current level of benefits under its group medical, dental, vision and life insurance
 13 programs during the life of this Agreement except as may be otherwise provided for in Section 12.2.

14 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee
 15 comprised of representatives from the County and the Labor Union Coalition. The function of the
 16 Joint Labor Management Committee will be to review, study and make recommendations relative to
 17 existing medical, dental, vision and life insurance programs. The County and the Union will
 18 implement any changes in employee insurance benefits which result from any agreement of the Joint
 19 Labor Management Committee.

20 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The King County
 21 Sheriff's Office shall continue to provide medical insurance coverage at no cost for active employees
 22 and their dependents for those months they are unable to work due to an on-the-job injury or on-the-
 23 job illness and are receiving no sick leave or vacation benefits. The total number of months of
 24 medical insurance coverage provided for under this Section shall not exceed twelve (12) months or
 25 the number of months for which the employee continues to receive paid sick leave and/or paid
 26 vacation leave benefits, whichever is the greater.

27 **ARTICLE 13: SENIORITY - LAYOFF AND RECALL**

28 **13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority

1 as hereinafter defined for the purposes specifically provided for within this Agreement.

2 **13.2 Probation** - An employee will be recognized as having attained seniority and regular
3 employee status when such employee has completed a probation period equivalent of twelve (12)
4 months worked in a career service position based on a full-time work schedule in a classification
5 covered by this Agreement. Probation is also served when an employee is rehired, demoted or
6 promoted. The probation period may be extended by mutual agreement. The King County Sheriff's
7 Office will notify the Union of a probation extension. Upon completion of the probation period, the
8 employee will be assigned a classification seniority date which will be the date when he/she first
9 commenced his/her probation for that classification. An employee working less than a full-time work
10 schedule will have his/her probation prorated based on the full-time work schedule for the work unit.

11 **13.2.1** An employee who is recalled from layoff within two (2) years, or is rehired
12 within one (1) year will have his/her classification seniority restored upon successful completion of
13 probation.

14 **13.2.2 Resumption of Probationary Period Upon Recall From Layoff** - In the
15 event a regular employee is laid off during his/her probation period and is subsequently recalled to
16 his/her classification within ninety (90) calendar days from the date of layoff, he/she will be credited
17 with all days previously worked for purposes of satisfying his/her probation period and establishing
18 his/her resultant classification seniority date.

19 **13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will
20 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
21 who is unable to work because of a non-work related injury or illness will not accumulate seniority
22 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is
23 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to
24 eighteen (18) workweeks of the qualified unpaid leave period.

25 **13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an
26 approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority
27 credits during such absence except as provided under Section 13.3.

28 **13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of

1 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit
 2 within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority
 3 which he/she had on the date of the promotion or transfer.

4 A regular employee who is promoted to another King County position and does not complete
 5 the probationary period may elect to return to the former position within six (6) months if the former
 6 position is vacant and available. If the position is not available, and as a result the employee
 7 separates from King County Sheriff's Office service, the employee will be entitled to recall rights to
 8 the former classification in accordance with Section 13.9, as if the employee had been laid off on the
 9 date of separation.

10 **13.5 Seniority will be defined as follows:**

- 11 • "Classification Seniority" will be defined as regular employee's total length of
 12 service within a specific classification covered by this Agreement.
- 13 • "Division Seniority" will be defined as a regular employee's total length of service
 14 within a division of a department covered by this Agreement.
- 15 • "Departmental Seniority" will be defined as a regular employee's total length of
 16 service within a department.
- 17 • "Bargaining Unit Seniority" for purposes of this Agreement, will be defined as a
 18 regular employee's total length of service within a classification(s) covered by this Agreement.
- 19 • "County Seniority" will be defined as a regular employee's total length of service
 20 with the County in a career service position.

21 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following
 22 causes:

- 23 • Discharge for just cause.
- 24 • Promotion or transfer outside of the bargaining unit for one (1) or more years, except
 25 in case of layoff in which case it is two (2) years.
- 26 • Resignation; provided, however, in the event a regular employee who has completed
 27 his/her probation period is rehired to a classification covered under this Agreement within twelve (12)
 28 months from the date of his/her termination or resignation, the employee will then be credited with all

1 his/her seniority credits previously existing on his/her last day worked.

2 **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the King
3 County Sheriff's Office will lay off the regular employee in the classification affected who has the
4 least Classification Seniority within his/her division. Prior to any layoff, all term-limited temporary,
5 provisional, temporary and probationary employees in the classification within the affected division
6 of the department will be separated first. Where two (2) or more regular employees have the same
7 Classification Seniority, the more senior employee will be the one who has the most seniority by
8 applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining
9 Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.

10 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-
11 force will be permitted to use his/her Classification Seniority to displace or "bump out" the least
12 senior regular employee occupying the same classification. The employee will also be permitted to
13 use his/her bargaining unit seniority to displace or "bump out" the least senior regular employee
14 occupying a classification within which the bumping regular employee had previously attained
15 seniority status.

16 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to
17 another regular employee's exercise of Section 13.8, will also be afforded the right to displace or
18 "bump out" the least senior regular employee in his/her classification in a similar manner.

19 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be
20 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the
21 work of the position for which he/she is recalled. A regular employee will be removed from the recall
22 list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to
23 accept or report to work after being recalled, or the employee requests to be removed from the recall
24 list.

25 **ARTICLE 14: MISCELLANEOUS**

26 **14.1 Seniority Lists** - The King County Sheriff's Office will transmit to the Union a current
27 listing of all employees in Addendum A in February and August of each year. Such list will indicate
28 the name of the employee, job classification, classification seniority date and current work location.

1 **14.2 Contracting of Work** - The King County Sheriff's Office will not contract out work
2 which the members of the Union have historically performed unless it is required by law or is a
3 business necessity due to an emergency situation or to augment the workforce on a short-term,
4 temporary basis. Except for emergency situations, the King County Sheriff's Office will provide
5 notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects
6 of that decision. Except as provided herein, under no circumstance will the King County Sheriff's
7 Office agree to any contracting out of bargaining unit work.

8 **14.3 Election to Union Office** - A regular employee elected or appointed to an office in the
9 Union, which requires all of his/her time will be given an unpaid leave of absence up to one (1) year
10 without pay upon written application. This provision does not apply to appointed shop stewards in
11 the exercise of their duties which fall under Section 14.10.

12 **14.4 Mileage Reimbursement** - All employees who have been authorized to use their own
13 transportation on King County Sheriff's Office business will be reimbursed at the rate established by
14 King County ordinance.

15 **14.5 Parking** - The County agrees to maintain the current practice of providing parking for
16 the lead worker. Employees may request validation of a parking receipt for the downtown County
17 garage. Such requests may be granted on a case by case basis if the Supervisor or designee
18 determines it is in the County's interest to pay for an employee's parking.

19 **14.6 Polygraph** - Employees under this Agreement are subject to pre-hire polygraph testing
20 pursuant to RCW 49.44.120.

21 **14.7 King County Labor-Management Committee(s)** - The King County Sheriff's Office
22 and the Union recognizes the importance of a collective bargaining and employee relations climate in
23 the King County Sheriff's Office that encourages cooperative efforts and joint problem-solving
24 amongst all involved parties to better serve the public, increase productivity, reduce waste, improve
25 safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting
26 these challenges, the King County Sheriff's Office and the Union agrees to establish labor-
27 management committee(s) where mutually agreed.

28 **14.8 Biweekly Payroll** - If during the life of this Agreement the Council adopts a biweekly

1 payroll plan, the parties agree to adopt the plan. The right to define and implement a new payroll
2 system, including but not limited to a biweekly payroll system, is vested exclusively in King County.
3 Implementation of such system may include a conversion of wages and leave benefits into hourly
4 amounts and the parties recognize King County's exclusive right to make the changes necessary to
5 implement such payroll system.

6 **14.9 Bulletin Boards** - The King County Sheriff's Office agrees to permit the Union shop
7 stewards and business representatives to post on designated King County Sheriff's Office bulletin
8 boards the announcement of meetings, election of officers, and other Union material; provided, there
9 is sufficient space beyond what is required by the King County Sheriff's Office for normal business
10 operations.

11 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities
12 including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled
13 shift, without a loss of regular compensation, if excused from work by the employee's
14 manager/designee.

15 **14.11 Safety** - The King County Sheriff's Office, Union and employees agree to comply with
16 all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe
17 condition he/she will immediately notify the manager/designee. No employee will be disciplined for
18 reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an
19 unsafe environment.

20 **14.12 Bus Pass** - The King County Sheriff's Office agrees to maintain the current bus pass
21 benefit for eligible employees for the term of this Agreement.

22 **14.13 Uniforms** - The County agrees to provide uniforms to employees as agreed to during
23 the 2011-2012 negotiations.

24 **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to
25 fill a vacant bargaining unit position, the King County Sheriff's Office will provide notice of the
26 vacancy to all regular employees within the classification within the bargaining unit. A copy of the
27 vacancy will be posted on the workplace bulletin board. Any regular member of the bargaining unit
28 holding a position within the same classification as that of the vacant position will be given the

1 opportunity to apply for the position. The appointment will be made to the applicant who the King
 2 County Sheriff's Office determines has the knowledge, skills and ability to fill the position. Where
 3 the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis
 4 of classification seniority. This provision is not applicable to employees who hold a different
 5 employment status (i.e., part-time and full-time) than that of the vacant position in the classification.

6 **14.15 Use of Term-Limited Temporary Employees** - The King County Sheriff's Office
 7 will notify the Union when it hires a term-limited temporary employee. The notice will include the
 8 classification, division hired, basis for the hire and expected length of employment. The King County
 9 Sheriff's Office will meet with the Union, if requested, within fourteen (14) days following such
 10 request.

11 **14.16 Pension Trusts** - The King County Sheriff's Office agrees to re-open negotiations
 12 during the term of this Agreement upon request of the Union, solely for the purpose of negotiating
 13 procedures and policies for employees covered by this Agreement to participate in a Union Pension
 14 Trust. The parties understand and agree that the Union will conduct a membership vote to determine
 15 whether the membership will participate in a Pension Trust, and that if a majority of members
 16 represented by the Union signatory to this Agreement vote in favor of participation, all members must
 17 participate. The parties further agree that participation in a Pension Trust shall not result in an
 18 increase of pay for any employees covered by this Agreement.

19 **14.17 Certification and Training** - The County agrees to pay the actual cost to acquire and
 20 maintain any certificates required by the County, including training costs. Required job-related
 21 training will be on paid time and at County expense.

22 **14.18 On-Call Reopener** - At the request of the KCSO, the parties mutually agree to re-open
 23 the agreement for the purposes of bargaining on-call security screeners.

24 **ARTICLE 15: GRIEVANCE PROCEDURE**

25 **15.1 Purpose** - The King County Sheriff's Office and the Union recognize the importance
 26 and desirability of settling grievances promptly and fairly in the interest of continued good employee
 27 relations and morale. In furtherance of this objective, the King County Sheriff's Office and the Union
 28 will extend every effort to settle grievances at the lowest possible level of supervision.

1 **15.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference,
2 coercion, discrimination or reprisal in seeking adjudication of their grievances.

3 **15.3 Grievance Definition** - A grievance will be defined as an issue relating to the
4 interpretation and application of rights, benefits, or conditions of employment as contained in this
5 Agreement.

6 **15.4 Exclusive Representative** - The Union will not be required to press employee
7 grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition
8 and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union
9 will be the exclusive representative of the employee.

10 **15.5 Access to Grievance Procedure** - Employees, whether Union members or not, will
11 have no independent unilateral privilege or right to invoke the grievance procedure; however, an
12 employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be
13 referred to STEP 1.

14 **15.6**

15 **A. STEP 1** - A grievance will be presented in writing by the shop steward or the
16 Union representative within fourteen (14) calendar days of the occurrence or knowledge of such
17 grievance to the employee's immediate supervisor. The written grievance will describe the event or
18 circumstances being grieved, the provision(s) of this Agreement that have allegedly been violated and
19 the remedy sought. The immediate supervisor will attempt to adjust the matter with the Union
20 representative and notify the same within fourteen (14) calendar days after receipt of the grievance. If
21 the shop steward/Union representative does not pursue the grievance to STEP 2 within fourteen (14)
22 calendar days after receiving the immediate supervisor written decision, the grievance will be
23 presumed resolved.

24 **B. STEP 2** - The grievance will be presented in writing to the commander or designee
25 for investigation, discussion and written reply. The commander or designee will meet with the
26 employee and Union to discuss the grievance within fourteen (14) calendar days of the receipt of the
27 STEP 2 grievance. The commander or designee will issue a written decision to the employee and the
28 Union within fourteen (14) calendar days following the discussion. If the Union does not pursue the

1 grievance to STEP 3 within fourteen (14) calendar days after receiving the commander or designee
2 written decision, the grievance will be presumed resolved.

3 **C. STEP 3** - The grievance will be presented in writing to the Labor Negotiator, who
4 will notify the Union of the need to form a joint committee of equal representation from the Union
5 and the King County Sheriff's Office with a maximum of two (2) people for each side. The
6 Committee will schedule a meeting for the purpose of resolving the grievance within thirty (30)
7 calendar days after receiving the written grievance.

8 **15.7 Arbitration** - Should the Committee be unable to resolve the grievance, either the King
9 County Sheriff's Office or the Union may make a written request of the other party for arbitration
10 within thirty (30) calendar days following the Committee's written decision. The written request for
11 arbitration must specify the exact question to be arbitrated, the provision(s) of the Agreement
12 allegedly violated and the remedy sought.

13 **15.7.1 Selection Process** - The representatives for the parties will select a third
14 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a
15 third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7)
16 names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be
17 selected from the list by both the King County Sheriff's Office representative and the Union
18 representative each alternately striking a name from the list until only one name remains. The
19 remaining name will serve as the arbitrator. The arbitrator, under voluntary labor arbitration rules of
20 the (FMCS), will be asked to render a decision promptly and the decision of the arbitrator will be
21 final and binding upon all parties to the dispute.

22 **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,
23 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new
24 agreements, but will have the power only to apply and interpret the provisions of this Agreement in
25 reaching a decision.

26 **15.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally
27 by the King County Sheriff's Office and the Union. The court reporter's fee and expenses, if
28 mutually agreed upon in advance, will be paid equally by the King County Sheriff's Office and the

1 Union. Each party will pay the full costs and fees of its representatives including attorney's fees and
2 the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the
3 arbitration.

4 **15.8 Timelines** - Timelines under this Article may be extended by mutual agreement of the
5 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the
6 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

7 **15.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If
8 both parties agree to mediation, an impartial and mutually agreed upon mediation service will be used
9 to mediate the grievance. In the event that the grievance is not resolved in mediation, either party
10 may proceed to arbitration.

11 **15.10 Grievances of Disciplinary Action** - Regular employees are subject to a just cause
12 standard for discipline or discharge. The provisions of this Article will not apply to probationary,
13 temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

14 **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any
15 grievance or other matter in dispute as determined by and between the Union and the King County
16 Sheriff's Office will be final and binding upon all parties to the dispute.

17 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

18 **16.1 Work Stoppages** - The King County Sheriff's Office, the Council, and the Union agree
19 that the public interest requires efficient and uninterrupted performance of all King County Sheriff's
20 Office services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to
21 this objective. Specifically, the Unions will not cause or condone any work stoppage, including any
22 strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is
23 not bona fide, or other interference with King County Sheriff's Office functions by employees under
24 this Agreement and should same occur, the involved Union will take appropriate steps to end such
25 interference. Any concerted action by any employee in any bargaining unit will be deemed a work
26 stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this
27 Agreement. Being absent without authorized leave will be considered as an automatic resignation.
28 Such a resignation may be rescinded by the department head if the employee presents satisfactory

1 reasons for their absence within three (3) calendar days of the date his/her automatic resignation
2 became effective.

3 **16.2 Employer Protection** - Upon notification in writing by the King County Sheriff's
4 Office to the Union that any of its members are engaged in a work stoppage, the Union will
5 immediately, in writing, order such members to immediately cease engaging such work stoppage and
6 provide the King County Sheriff's Office with a copy of such order. In addition, if requested by the
7 King County, Sheriff's Office a responsible official of the Union will publicly order such Union
8 members to cease engaging in such work stoppage.

9 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways
10 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
11 the King County Sheriff's Office's work rules up to and including discharge, suspension, or other
12 disciplinary action as may be deemed applicable to such employee.

13 **ARTICLE 17: WAIVER CLAUSE**

14 **17.1** The parties acknowledge that each has had the unlimited right within the law and the
15 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
16 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
17 Agreement. Therefore, the King County Sheriff's Office and the Union for the duration of this
18 Agreement, each agree to waive the right to oblige the other party to bargain with respect to any
19 subject or matter not specifically referred to or covered in this Agreement.

20 **ARTICLE 18: SAVINGS CLAUSE**

21 **18.1** Should any part hereof or any provisions herein contained be rendered or declared
22 invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of
23 competent jurisdiction, such invalidation of such part or portions of this Agreement will not
24 invalidate the remaining portions hereof; provided however, upon such invalidation the parties will
25 meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain
26 in full force and effect.

1 **ARTICLE 19: DURATION**

2 **19.1 Duration** - This Agreement will become effective upon full and final ratification and
3 approval by formal requisite means by the King County Council and covers the period from
4 February 1, 2010 through December 31, 2014.

5 **19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by
6 either party by providing to the other written notice of its intention to do so at least sixty (60) days
7 prior to December 31, 2014.

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APPROVED this 19 day of SEPTEMBER, 2012.

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By: 
King County Executive

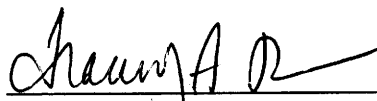
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By: 
Tracey A. Thompson
Secretary-Treasurer

Date: 8-27-12

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cba Code: 352

Union Code: F18

ADDENDUM A

International Brotherhood of Teamsters Local No. 117

WAGES

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps *
5220000	522002	Security Screener	30	1-2-3-4-5
5220600	522102	Security Screener - Lead	33	1-2-3-4-5
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				